



*Southern California*  
**LOGISTICS AIRPORT**

**SCLA**

SPECIFICATIONS, SPECIAL PROVISIONS AND PROPOSAL

FOR

\*\*\*\*\*

FURNISH AND DELIVER

**ONE (1) EACH DIESEL (TIER 4 COMPLIANT) ENGINE FORKLIFT**

\*\*\*\*\*

*Project #ES15-068*

**Bid Opening Date:**

**May 12, 2015**

**2:30 p.m.**  
**(PST)**

# SCLA

## NOTICE INVITING BIDS

Furnish and Deliver

### **One (1) each Diesel (Tier 4 Compliant) Engine Forklift, Project ES15-068**

A-1 NOTICE IS HEREBY GIVEN - Sealed bids will be received by the Purchasing Agent of the SCLA, California, for furnishing and delivering, to the designated point within the SCLA, **One (1) each Diesel (Tier 4 Compliant) Engine Forklift, Project # ES15-068** described in the specifications for this item(s).

A-2 DATE OF OPENING BIDS - Bids will be received by the Purchasing Agent at 14343 Civic Drive, Victorville, California, 92392, **until May 12, 2015 at 2:30 p.m. (PST)**, in the **Finance Conference Room located on the 2<sup>nd</sup> floor**, at which time the bids will be publicly opened by SCLA Clerk and read aloud. SCLA hereby gives notice to all bidders that bids received after the time/date stated in the Notice Inviting Bids will not be accepted and will be returned to the bidder. The time/date shall be governed by the “atomic” clock located in the Purchasing Section in the Finance Division of the Administrative Services Department, City of Victorville. All bids submitted shall be on the Bid Proposal Form provided by the SCLA. **E-mailed or faxed bids will not be accepted.**

A-3 OBTAINING BID PROPOSAL FORMS - Bid Proposal Forms, together with a copy of this Notice Inviting Bids, the Instructions to Bidders, and the SCLA Specifications for the item(s) to be furnished, may be obtained from the Purchasing Section in the Finance Division of the Administrative Services Department, City of Victorville, California, 14343 Civic Drive, Victorville, California, 92392, or by calling Elizabeth Salcido at 760/243-6371 or Email at [esalcido@victorvilleca.gov](mailto:esalcido@victorvilleca.gov).

City Web Page, <http://www.ci.victorville.ca.us> - Bids and Contracts for the Purchasing Section in the Finance Division of the Administrative Services Department, City of Victorville, will contain a copy of this document as well as a summary of any/all applicable addenda.

A-4 EVALUATION OF BIDS - The SCLA reserves the right to accept or reject any and all bids and to award a contract to the bidder who best meets its requirements. Relevant factors which shall be considered in evaluating the bids are: completeness and accuracy of bid; length and nature of warranties; past experiences of the SCLA with the bidder; references from other owners or municipalities regarding past business with the bidder; as well as the lowest and best price.

BY ORDER OF THE AUTHORITY COUNCIL OF SCLA

Dated: April 15, 2015

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Marcie Wolters, Deputy City Clerk

# SCLA

## INSTRUCTIONS TO BIDDERS

Furnish and Deliver

### **One (1) each Diesel (Tier 4 Compliant) Engine Forklift, Project ES15-068**

I-1 CONDITIONS OF BID - Bidders shall show in the designated space on the Bid Proposal Form, the number of days from the date of issuance of the signed Purchase Order to the date when delivery of the **One (1) each Diesel (Tier 4 Compliant) Engine Forklift, Project ES15-068**, specified is to be made to the designated location (18374 Phantom Road, Victorville, CA 92394) within SCLA. Specifications set forth by SCLA are to be considered as a minimum. Bidders shall also accompany the signed Bid Proposal Form with a list of exceptions to the specifications for the item(s) proposed which do not meet the minimum specifications as set forth in the SCLA Specifications for the **One (1) each Diesel (Tier 4 Compliant) Engine Forklift, Project ES15-068**. A statement of all guarantees provided by the manufacturer covering the item(s) proposed and the appurtenant equipment shall also accompany the Bid Proposal Form.

No bidder shall be acceptable who is not a reputable manufacturer or manufacturer's franchised dealer of such item(s) as submitted for bid consideration.

Each bidder shall submit with their bid a copy of their proposed product specifications, complete detailed drawing(s), and other descriptive matter in sufficient detail to clearly describe **One (1) each Diesel (Tier 4 Compliant) Engine Forklift, Project ES15-068**, material(s) and part(s) offered.

The final determinant for "equal product" quotes shall solely be the SCLA. Submission of any quote or proposal shall be subject to this determination and will be a consideration in the presentation and bid award. Any party submitting a quote or proposal shall do so fully accepting this quality determinant procedure.

Bids shall be firm offers, subject to acceptance or rejection within forty-five (45) days of bid opening.

Manufacturer and/or bidder shall defend any and all suits and assume all liability for any and all claims made against SCLA, or any of its officials or agents for the use of any patented process, device or article forming a part of the **Forklift** or any material(s) furnished under the contract.

The **Forklift** that the bidder proposes to furnish to SCLA must comply in all respects with the appropriate safety regulations of all regulatory commissions of the Federal government and the State of California, whether such safety features and/or materials have been specifically outlined in the specifications or not.

The dealer will pre-service and test all functional items for correct operation.

Successful bidder delivering the item(s) pursuant to these Instructions shall guarantee it meets the specifications as set forth herein. If it is found the item(s) delivered do not meet the requirements of SCLA Specifications, the successful bidder shall be required to correct the same at his own expense and within a time frame deemed acceptable by SCLA.

Price shall be quoted F.O.B., SCLA, 18374 Phantom Rd., Victorville, California, 92394 (all transportation charges fully prepaid), and shall include all discounts. Bid shall include California sales tax computed at the rate of eight percent (8%).

In case the delivery of the item(s) under this contract is/are delayed due to strikes, injunctions, government controls, or by reason of any cause or circumstance beyond the control of the bidder, the terms of delivery may be extended by a number of days to be determined in each instance by mutual written agreement between the successful bidder and the Purchasing Agent of SCLA.

Purchaser's authorized representatives shall have the authority to inspect, with the cooperation of the manufacturer, all materials and workmanship at any time during the manufacturing process.

Bidder shall specify the location of a qualified service representative who will be able to render prompt service.

Upon notification of award, the successful bidder shall diligently prosecute the work so that delivery of all item(s) awarded/ordered (per specifications) will be completed before the expiration of 90 working days.

I-2 DELAYS - In the event the bidder fails to make complete delivery of the item(s) as specified, bid and awarded, within ten (10) calendar days of the specified contract delivery date, SCLA shall have the right to terminate the contract without being liable to the bidder and acquire said item(s) as SCLA deems appropriate. It is further agreed that in the event such damages are sustained by SCLA, SCLA shall deduct the amount thereof from any monies due or that may become due the vendor under the contract or take other action as SCLA deems appropriate.

I-3 PROHIBITED INTEREST - No member, officer, or employee of SCLA or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

Furthermore, the parties hereto covenant and agree that to their knowledge no board member, officer or employee of SCLA has any interest, whether contractual, noncontractual, financial or otherwise, in this transaction, or in the business of the contracting party other than SCLA, and that if any such interest comes to the knowledge of either party at any time, a full and complete disclosure of such information will be made in writing to the other party or parties, even if such interest would not be considered a conflict of interest under Article 4 (commencing with Section 1090) or Article 4.6 (commencing with Section 1120) of Division 4 of Title I of the Government Code of the State of California.

I-4 DATE OF OPENING BIDS

Bids will be received at the Office of the Purchasing Agent for SCLA, 14343 Civic Drive, Victorville, California 92392, **until May 12, 2015 at 2:30 p.m., (PST) in the Finance Conference Room located on the 2<sup>nd</sup> floor**, at which time the bids will be publicly opened and read aloud.

Bids will be submitted in sealed envelopes, clearly marked on the outside: "**BID PROPOSAL FOR ONE (1) EACH DIESEL (TIER 4 COMPLIANT) ENGINE FORKLIFT, PROJECT # ES15-068**". SCLA hereby gives notice to all bidders that bids received after the time/date stated in the Notice Inviting Bids *will not be accepted and will be returned unopened to the bidder*. The time/date shall be governed by the "atomic" clock located in Purchasing Section in the Finance Division of the Administrative Services Department, City of Victorville. The outside envelope shall be marked to the attention of the Purchasing Agent. All bids submitted shall be on the Bid Proposal Forms provided. **Faxed and/or emailed bids will not be accepted.**

I-5 LOCATION OF DELIVERY POINT – The **forklift** to be furnished shall be delivered to 18374 Phantom Rd., Victorville, California 92394. The successful bidder shall be required to contact the SCLA Airport Field Supervisor, 72 hours prior to delivery, at 760-243-1945 for shipping instructions.

I-6 AWARD OF CONTRACT - SCLA reserves the right to reject any and all bids and waive any irregularities or informalities in any bid or in the bidding process. SCLA further reserves the right to award the contract to other than the lowest Bidder and the right to split the order if such action is deemed to be in the best interest of SCLA. The award of the contract, if awarded, will be made within forty-five (45) days after opening of the Bid Proposals. The bidder's signature on the Bid Proposal Form shall constitute a commitment on the part of that Bidder to furnish the equipment as set forth in the Bid Proposal Form, the Instructions to Bidders, the Specifications, and the Notice Inviting Bids. The Bidder to whom the contract is awarded shall be notified upon approval of the contract by SCLA Authority Council. The Instructions to Bidders, the Notice Inviting Bids, the Bid Proposal Form, and SCLA Specifications, together with the specifications of the item(s) proposed to be furnished, shall all be considered as part of the contract between SCLA and the Bidder to whom a Purchase Order is issued. Furthermore, the bidder to whom the contract is awarded shall furnish and deliver the **Forklift** as set forth herein.

SCLA shall make payment by cash or check within thirty (30) days after complete delivery and acceptance of specified Forklift by SCLA and receipt of the bidder's priced invoice.

SCLA is not, nor shall be deemed liable for any costs incurred by Proposer in the preparation, submittal, or presentation of their proposals.

I-7 TERMINATION FOR CONVENIENCE - SCLA may, by written notice, terminate this contract in whole or in part, when deemed in SCLA's interest. Upon termination of this contract, SCLA shall only be liable for payment under the payment provisions of this contract for services rendered or supplies furnished prior to the effective date of termination.

I-8 TERMINATION FOR DEFAULT - SCLA, may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

1. Deliver the supplies or to perform the services within the time specified in this contract or any extension; or
2. Make progress, so as to endanger performance of this contract; or
3. Perform any of the other provisions of this contract.

SCLA's right to terminate this contract may be exercised if the Contractor does not cure such failure within five (5) days, after receipt of the written notice from SCLA.

Upon termination of the contract with the successful bidder, SCLA may award the contract to the second lowest responsible bidder, if it is deemed to be in the best interests of SCLA.

I-9 NON-COLLUSION AFFIDAVIT - All bids must be accompanied by a signed and notarized Non-Collusion Affidavit per the Public Contract Code Section 7106.

I-10 AFFIRMATIVE ACTION - SCLA hereby notifies all bidders that it will affirmatively ensure that minority business enterprises will be afforded full opportunity and consideration when submitting bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, creed, or national origin when reviewing the bid proposals for award of contract.

I-11 "OR EQUAL" CLAUSE

Except as otherwise noted, whenever a material, article or piece of equipment is identified in the Specifications by reference to manufacturers' or vendors' names, trade-names, catalogue numbers, etc., it is intended merely to establish a standard; and, any material, article or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article or equipment so proposed is, in the opinion of the Assistant Executive Director, of equal substance and function. It shall not be delivered by the Contractor without the Assistant Executive Director's written approval.

I-12 PREFERENCE TO LOCAL VENDORS

The Authority Council, in awarding bids pursuant to Section 2.28.140 of the Municipal Code, may at its discretion, grant qualified local vendors a bidding preference of three percent (3%). Such preference, however, shall not exceed aggregate sum of one thousand dollars (\$1,000.00) for any contract awarded under this project, a "local vendor" is defined as any individual, partnership or corporation which regularly maintains a place of business and an inventory of merchandise for sale within the corporate limits of SCLA.

I-13 PUBLIC RECORD

Be advised that **all** information contained in proposals submitted in response to this solicitation **shall** become a matter of public record upon contract award, and be made available upon request, unless otherwise marked. The Bidder must identify, in writing, all copyrighted material, trade secrets or other proprietary information the Bidder claims are exempt from disclosure pursuant to the California Public Records Act and Government Codes regarding public records. The Bidder who claims such an exemption must also state in the proposal that, "The Bidder agrees to indemnify and hold harmless SCLA and its officers, employees and agents from any claims,

liability, or damages against SCLA and to defend any actions brought against SCLA for its refusal to disclose such material, trade secrets or other proprietary information to any party.”

#### I-14 AFFIRMATIVE ACTION

SCLA hereby notifies all bidders that it will affirmatively ensure that minority business enterprises will be afforded full opportunity and consideration when submitting bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, creed, or national origin when reviewing the bid proposals for award of contract.

#### I-15 INDEMNIFICATION

Notwithstanding the limits of any insurance, Contractor shall indemnify SCLA, its officials, officers, agents, volunteers and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising or alleged to arise out of or in connection with the negligent performance of the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising or alleged to arise from the negligent acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, but excluding such claims or liabilities or portion of such claims or liabilities arising or alleged to arise from the negligence or willful misconduct of SCLA its officials, officers, agents, volunteers or employees, and in connection therewith:

- (a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;
- (b) Contractor will promptly pay any judgment rendered against SCLA, its officials, officers, agents or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', subcontractors' or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and Contractor agrees to save and hold SCLA, its officials, volunteers, officers, agents, and employees harmless therefrom;
- (c) In the event SCLA, its officials, officers, agents, volunteers or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to SCLA, its officials, volunteers officers, agents or employees, any and all costs and expenses incurred by SCLA, its officers, agents or employees in such

action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to City.

- (d) Contractor's duty to defend and indemnify as set out in this Section shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

The Contractor's indemnification obligations pursuant to this Section shall survive the termination of this Agreement. Contractor shall require the same indemnification from all subcontractors.

I-16 DEBARRED LIST

“No participation in the procurement process shall be permitted by any vendor who has been debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549.”

I-17 GUARANTY

A material and workmanship guaranty for a period of twelve (12) months from the date of acceptance of the work will be required. A guaranty form for this purpose is included in the bid (reference page 22).

Full compensation for furnishing the guaranty will be considered as included in the contract price or prices paid for the items or work involved and no additional compensation will be allowed thereof.

**SCLA**  
**SPECIFICATIONS**  
**ONE (1) EACH DIESEL (TIER 4 COMPLIANT) ENGINE FORKLIFT,**  
**PROJECT # ES15-068**

These specifications are intended for use in the purchase of complete, forklift unit, including all equipment and accessories necessary for the safe operation of the forklift shall be provided. The forklift furnished shall meet all Federal and State of California requirements.

Specifications that follow are minimum basic requirements; any deviations from these specifications must be listed by bidder. Where brand names or specific items are used in these specifications, consider the term “approved equal” to follow unless “no exceptions” are stated. Wherever such names appear, approved equals will be accepted only with the prior written concurrence from SCLA. If bidder claims item “Meets or Exceeds” specifications, documentation shall be provided with bid to substantiate claim. Failure to do so will result in rejection of the bid and/or product for noncompliance.

**SCOPE**

This bid specification states the requirements for **ONE (1) EACH DIESEL (TIER 4 COMPLIANT) ENGINE FORKLIFT, PROJECT # ES15-068**. All specifications listed are minimum requirements and are written to allow all major forklift manufacturers the opportunity to bid. All bids received must be equal to the units being requested to be considered viable candidates. **Bidders shall provide information on both a new and used unit.**

**Any deviation or change from specifications shall be clearly delineated by bidder.**

<i><b>MINIMUM REQUIREMENTS</b></i>	<i><b>BIDDER'S RESPONSE</b></i>	
	<b>MEETS</b>	<b>EXCEPTIONS</b>
Pneumatic Shaped Solid Tire Forklift		
Nominal 8000 lb. capacity with Stability System and Operator Restraint system		
Final Stage Tier 4 EPA Compliant Diesel Engine		
3 Stage Mast with a Lowered Height of no more than 110 inches		
48" Class III Hook Carriage		
Forks: 2" x 5" x 48" long, Class III		
Load Backrest Extension: 48" high x 42" wide		
Mast Tilt: 6 degrees forward/10 degrees back		
Cascade Side Shifting Fork Positioner		
2 Auxiliary Hydraulic Hoses – internal mounted		

<b><i>MINIMUM REQUIREMENTS</i></b>	<b><i>BIDDER'S RESPONSE</i></b>	
	<b>MEETS</b>	<b>EXCEPTIONS</b>
Pneumatic Shaped Solid Tire Forklift		
Radiator: Anti-clog with separate engine and transmission coolers		
Tread Width: Narrow tread		
Drive Tires: Pneumatic Shaped Solid (PSS) 250 x 15		
Steer Tires: Pneumatic Shaped Solid (PSS) 7.00 x 12		
Overhead Guard: Tall – 89” to 91” high		
Steering Wheel with Wheel Spinner Knob		
Keyless Engine Start		
Inching Control: Single inch/brake pedal		
Audible Alarm: Reverse direction activated. Self-adjusting between 82-102 dB(A).		
Visible Alarm: Amber LED Strobe light, key switch activated, OHG mounted		
Lights: Dual front headlights/single rear work light		
Hood: Non-vented hood		
Rear drive handle with horn button, mounted on right rear OHG leg		
Literature: Decals, marking and operator manual – English		
Truck Pub: CD parts manual		
Factory freight/prep/local delivery		
100K K Fork Positioner		

SCLA  
FORMS  
SUBMISSION CERTIFICATION

I hereby submit to the SCLA the following bid proposal for work outlined in the specifications entitled **“Furnish & Deliver One Each Diesel Engine Fork lift - Project # ES15-068.** All of the following documents (check below) are completed, fully executed, and included in my bid as required in the bid document:

- \_\_\_\_\_ Submission Certification (Page 11)
- \_\_\_\_\_ Bid Proposal Form (Page 12-13)
- \_\_\_\_\_ Signature Authorization (Page 14)
- \_\_\_\_\_ Proposer Identification (Page 15)
- \_\_\_\_\_ Customer References (Page 16)
- \_\_\_\_\_ Service and Parts (Page 17)
- \_\_\_\_\_ Non-Collusion Affidavit (Page 18) (*Must be notarized*)
- \_\_\_\_\_ Exception Form (Page 19)
- \_\_\_\_\_ Addenda Acknowledgment (Page 20)
- \_\_\_\_\_ Additional Information (If applicable) (Page 21)
- \_\_\_\_\_ Proposer Guarantees (Page 22)
- \_\_\_\_\_ Debarment Certification (Page 23-24)

My signature on this Submittal Certification is affirmation that all items listed above are fully completed and executed and are hereby submitted with the proposal as required. I understand that failure to complete and/or submit any of the required documents may be cause for rejection of my bid proposal.

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Business Name	
Authorized Signature	Printed Name and Title
Date Signed	Telephone Number

# SCLA

## BID PROPOSAL FORM

Furnish and Deliver

**ONE (1) EACH DIESEL (TIER 4 COMPLIANT) ENGINE FORKLIFT,  
PROJECT # ES15-068**

The undersigned hereby agrees to furnish and deliver the item(s) listed below in accordance with the specifications (which have been carefully examined and are attached hereto) on file in the Office of the Director of Finance. SCLA reserves the right to award all or some of this bid package to one or more vendors. Please provide all costs, to include all freight, tax, delivery and/or transportation. Bidders shall include any/or all Government, or applicable discounts, to include any value added features.

**ONE (1) EACH DIESEL (TIER 4 COMPLIANT) ENGINE FORKLIFT,**

Qty.	Description of Items (s)	Unit Price	Total Price
One (1)  ____( New- As Specified)	Diesel (Tier 4 Compliant) Engine Forklift		
One (1)  __ (Alternate)	Description of Alternate:		
		<i>Sub Total</i>	\$
		<i>Other (Specify)</i>	
		<i>8% Sales Tax</i>	
		<b>Total Bid Price</b>	<b>\$</b>

Total Bid in Words: \_\_\_\_\_

**FOB: Victorville, CA (Freight Prepaid)**

Number of days till delivery after receipt of order \_\_\_\_\_

Bidder \_\_\_\_\_

Address:

\_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail \_\_\_\_\_

Federal I.D.No.: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name

Printed: \_\_\_\_\_ Title: \_\_\_\_\_

SCLA  
Signature Authorization

Proposer/Bidder: \_\_\_\_\_

- A. I hereby certify that I have the authority to offer this proposal/bid to SCLA for the above listed individual or company. I certify that I have the authority to bind myself/this company in a contract should I be successful in my proposal/bid.

\_\_\_\_\_  
SIGNATURE

- B. The following information relates to the legal contractor listed above, whether an individual or a company. Place check marks as appropriate:

1. If successful, the contract language should refer to me as:

An individual.  
 A partnership, Partners' names:  
 A company.  
 A corporation.

2. My tax identification number is: \_\_\_\_\_  
(For individuals, this number is usually the Social Security Number)

3.  I am a certified small business and Small Business Preference is applicable to this proposal/bid. A copy of my certification from the Office of Small and Minority Business is attached.

I have recently filed for Small Business Preference but have not yet received certification.

I am not a Small Business.

4.  My business is owned by a minority whose ethnicity is: \_\_\_\_\_

My business is owned by a woman.

My business is owned by a disabled veteran.

**SCLA  
PROPOSER IDENTIFICATION**

1. Legal name of Proposer: \_\_\_\_\_
2. Street Address: \_\_\_\_\_
3. Mailing Address: \_\_\_\_\_
4. Business Telephone: \_\_\_\_\_
5. Facsimile Telephone: \_\_\_\_\_
6. Email Address: \_\_\_\_\_
7. Type of Business:  
 Sole Proprietor    Partnership    Corporation   Other: \_\_\_\_\_  
If corporation, indicate State where incorporated: \_\_\_\_\_
8. Business License number issued by City where the Proposer's principal place of business is located.  
Number: \_\_\_\_\_ Issuing City: \_\_\_\_\_
9. Federal Tax Identification Number: \_\_\_\_\_
10. Proposer's Project Manager: \_\_\_\_\_

SCLA  
**CUSTOMER REFERENCES**

Proposer: \_\_\_\_\_

<b>LIST THREE AGENCIES YOU HAVE DONE BUSINESS WITH WITHIN THE LAST THREE YEARS</b>		
1.	Name of Agency	
	Address	
	Contact Person Name:	
	Contact Person Phone:	
	Fax Number:	
	Email Address:	
2.	Name of Agency	
	Address	
	Contact Person Name:	
	Contact Person Phone:	
	Fax Number:	
	Email Address:	
3.	Name of Agency	
	Address	
	Contact Person Name:	
	Contact Person Phone:	
	Fax Number:	
	Email Address:	

**SCLA  
SERVICE AND PARTS**

The bidder shall state below the representatives responsible for assisting SCLA, as well as the location of the nearest distribution center which shall furnish a complete supply of parts and components for the repair and maintenance of the generator(s) to be supplied. The bidder shall also state below, or by separate attachment, its policy on transportation charges for parts other than those covered by warranty.

1. Name and location of Technical Service Representative nearest to SCLA:

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Factory Certified?       yes       no

(Please attach evidence of factory certification for Service Technician(s)/Representative(s))

2. Location of Parts Distribution Center nearest to SCLA:

Name: \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

3. Policy for delivery of parts and components to be purchased for service and maintenance:

Regular Method of Shipment \_\_\_\_\_

Cost to SCLA \_\_\_\_\_

Signed: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_



**SCLA**  
**ONE (1) EACH DIESEL (TIER 4 COMPLIANT) ENGINE FORKLIFT,**  
**PROJECT # ES15-068**

**EXCEPTION FORM**

Should Proposer take exception to **ANY** of the terms and conditions or other contents provided in this **ONE (1) EACH DIESEL (TIER 4 COMPLIANT) ENGINE FORKLIFT, PROJECT # ES15-068**, list the exceptions below. **THIS COMPLETED FORM MUST BE RETURNED WITH YOUR PROPOSAL.** If no exception(s) are taken, enter "**NONE**" for the first item. *(Make additional copies of this form as necessary)*

Page Number: \_\_\_\_\_ Section Title: \_\_\_\_\_

Paragraph Number: \_\_\_\_\_ Exception Taken: \_\_\_\_\_

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Page Number: \_\_\_\_\_ Section Title: \_\_\_\_\_

Paragraph Number: \_\_\_\_\_ Exception Taken: \_\_\_\_\_

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Page Number: \_\_\_\_\_ Section Title: \_\_\_\_\_

Paragraph Number: \_\_\_\_\_ Exception Taken: \_\_\_\_\_

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**SCLA**  
**ONE (1) EACH DIESEL (TIER 4 COMPLIANT) ENGINE FORKLIFT,**  
**PROJECT # ES15-068**  
**ADDENDA ACKNOWLEDGMENT**

The undersigned acknowledges receipt of the following ADDENDA:

ADDENDUM NO. \_\_\_\_\_ DATED \_\_\_\_\_

Name of Proposer: \_\_\_\_\_

Address \_\_\_\_\_

Telephone No. \_\_\_\_\_

By: \_\_\_\_\_  
Signature Title



**SCLA  
ONE (1) EACH DIESEL (TIER 4 COMPLIANT) ENGINE FORKLIFT,  
PROJECT # ES15-068  
GUARANTY**

TO SCLA OF VICTORVILLE, CALIFORNIA

The undersigned guarantees the completion of **“Project ES15-068 ONE (1) EACH DIESEL (TIER 4 COMPLIANT) ENGINE FORKLIFT, Project # ES15-068.** Should any of the work as a whole prove defective, due to faulty workmanship within twelve (12) months after date on which this Contact is accepted by SCLA, the undersigned agrees to reimburse the City, upon demand, for its expenses incurred in restoring said work to the condition contemplated in said project, including the cost of any such work necessary to make such replacement or repairs, or, upon demand by the City, to replace any such materials and to repair said work completely without cost to the City so that said work will function successfully as originally contemplated.

SCLA shall have the unqualified option to make any needed replacements or repairs itself or to have such replacements or repairs done by the undersigned.

In the event SCLA elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within the time limit designated by SCLA. If the undersigned shall fail or refuse to comply with their obligations under this guaranty, SCLA shall be entitled to all costs and expenses, including attorney's fees, reasonably incurred by reason of said failure or refusal.

SIGNED: \_\_\_\_\_  
CONTRACTOR

By: \_\_\_\_\_ Title: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

NOTE: This Guaranty shall be executed by the successful proposer in accordance with instructions in the Special Provisions. The proposer may execute the Guaranty on this page at the time of submitting the bid.

## SCLA

### DEBARRED CERTIFICATION ACKNOWLEDGEMENT

(a)(1) The Offeror/Bidder certifies, to the best of its knowledge and belief, that—

(i) The Offeror/Bidder and/or any of its Principals—

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have not, within a three-year period preceding this solicitation, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of bids; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(ii) The Offeror/Bidder has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) “Principal,” for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror/Bidder shall provide immediate written notice to the City if, at any time prior to contract award, the Offeror/Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror’s/Bidder’s responsibility. Failure of the Offeror/Bidder to furnish a certification or provide such additional information as requested by the City may render the Offeror/Bidder nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror/Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror/Bidder knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City may terminate the contract resulting from this solicitation for default.

**The Offeror/Bidder certifies that the foregoing is true and correct:**

Offeror/Bidder: \_\_\_\_\_ Federal I.D. No: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name Printed: \_\_\_\_\_ Title: \_\_\_\_\_